



S/N 10/614,474

PATENT

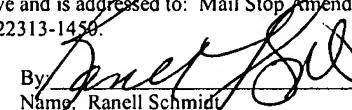
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: PERSON HEI ET AL. Examiner: E. MCAVOY
Serial No.: 10/614,474 Group Art Unit: 1764
Filed: JULY 7, 2003 Docket No.: 163.1404USC2
Title: CONVEYOR LUBRICANT, PASSIVATION OF A THERMOPLASTIC
CONTAINER TO STRESS CRACKING AND THERMOPLASTIC STRESS
CRACK INHIBITOR

CERTIFICATE UNDER 37 CFR 1.10:

"Express Mail" mailing label number: EV851837483US
Date of Deposit: October 19, 2007

I hereby certify that this paper or fee is being deposited with the U.S. Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to: Mail Stop Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450.

By 
Name: Ranell Schmidt

TERMINAL DISCLAIMER TO OBLIGATE
A DOUBLE PATENTING REJECTION

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

Petitioner, Ecolab Inc., a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at Ecolab Center, St. Paul, Minnesota 55102, represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/614,474, filed on July 7, 2003 and entitled CONVEYOR LUBRICANT, PASSIVATION OF A THERMOPLASTIC CONTAINER TO STRESS CRACKING AND THERMOPLASTIC STRESS CRACK INHIBITOR, by virtue of our assignment recorded at Reel 012104, Frame(s) 0067.

Petitioner, Ecolab Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of U.S. Patent Nos. 6,288,012; 6,495,494; 6,673,753; and 6,207,622 and hereby agrees that any patent so granted on the above-identified

application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 6,288,012; 6,495,494; 6,673,753; and 6,207,622, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the full statutory term as presently shortened by any terminal disclaimer of United States Patent Nos. 6,288,012; 6,495,494; 6,673,753; and 6,207,622, in the event that United States Patent Nos. 6,288,012; 6,495,494; 6,673,753; and 6,207,622 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

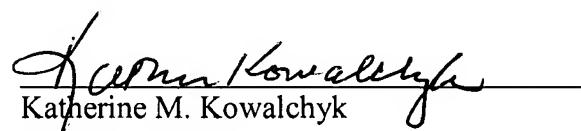
For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MERCHANT & GOULD P.C.
P.O. Box 2903
Minneapolis, Minnesota 55402-0903
(612) 332-5300

Date: Oct. 19, 2007



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KMK:EED:PLSkaw